

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA
September 24, 2014
7:00 p.m.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM ____ HARRIS ____
LONG ____ MERCER-TAYLOR ____

STAFF PRESENT: FISCHER ____
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: September 10, 2014
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through 9/18/2014: \$178,725.68
Payroll through 9/12/2014: \$17,121.22
 - 2. Approval of City Licenses
 - 3. 2015 Debt Reduction from Levy
 - 4. Close the Capital Equipment 2010A Fund (fund 424) to GO Equipment Certificates
2010A Bond Fund (fund 306).
 - 5. Public Entity Innovation Grant - Bulky Waste Collection and Recycling Project
 - 6. GIS User Group Joint Powers Agreement
 - 7. City Commission Appointment
- G. POLICY ITEMS:
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

MINUTES
September 10, 2014
7:00 p.m.

- A. CALL TO ORDER: 7:04PM
- B. ROLL CALL: LINDSTROM HARRIS
LONG MERCER-TAYLOR
STAFF PRESENT: FISCHER PETERSEN Knutson
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: August 13, 2014 APPROVED
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Chuck Long Moved, Approval 4-0
1. General Disbursements through 8/28/2014: \$49,228.46
Payroll through 8/28/2014: \$38,956.59
2. Approval of City Licenses
3. Order Feasibility Report for the 2015 Pavement Management Program
- G: POLICY ITEMS:
1. Amendment to the Planned Unit Development (PUD) at 1790 Larpenteur Ave. W to allow for a revised site plan, architectural plans, grading, drainage and utility plan and landscaping plan. Beth Mercer-Taylor Moved, Approved 4-0
Chelsea Peterson provided the staff report to the Council and answered questions. Knutson also provided information and answered questions from the council. Terry Egge of the Pohlad Foundation provided information and answered questions. Resident - Kathleen Quinn of 1800 Larpenteur Ave W expressed concerns about snow on the sidewalks during the winter and theft on the current site.
2. Approve 2015 Preliminary Levy Pam Harris Moved, Approval 4-0
Bart Fischer presented the staff report and answered questions from the Council.
- H. INFORMATION/ ANNOUNCEMENTS:
Beth Mercer-Taylor
Provided an update on the Environment Commission and announced the sustainability event on November 20th from 5:30PM-8:30PM at Silverwood Park in St Anthony.

Council Member Pam Harris

- Provided an update on the Planning Commission Meeting (8/26/14)
- Updated the Council on her participation on the Selection Committee for the vacant City Council seat and thanked the selection committee.

Council Member Chuck Long

- Provided an update on the Parks Commission Meeting (9/8/14) and gave an update on the parks master plan process
- Provided an update on parking and school safety issues on Garden Ave.

Mayor Peter Lindstrom

- Provided an update on the Little Free Library effort in Falcon Heights.
- Provided an update on the Gertrude Esteros Day event at 1666 Coffman.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:06PM

***NOTE:** The City Council conducted interviews for the vacant City Council seat starting at 5:00 pm. In addition, the City Council conducted a Workshop immediately after the Regular City Council meeting to discuss the candidates.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 9/18/2014: \$178,725.68 Payroll through 9/12/2014: \$17,121.22
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0110		CENTURY LINK				
I-201409184942		LANDLINE - PARKS	60.03			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		LANDLINE - PARKS		101 4141-85011-000	TELEPHONE - LANDLINE	60.03
		=== VENDOR TOTALS ===	60.03			
01-03122		CITY OF ST PAUL				
I-IN00003669		STREET LIGHT MAINT	350.34			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		STREET LIGHT MAINT		209 4209-87120-000	REPAIR & MAINTENANCE	350.34
		=== VENDOR TOTALS ===	350.34			
01-04000		EHLERS AND ASSOCIATES				
I-65627		OSA REPORTING	205.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		OSA REPORTING		414 4414-81900-000	OTHER PROFESSIONAL SERVI	205.00
		=== VENDOR TOTALS ===	205.00			
01-04027		EMERGENCY APPARATUS MAINT				
I-75806		752 YEARLY INSPECT & MAINTENA	919.59			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		752 YEARLY INSPECT & MAINTENAN		101 4124-87029-000	REPAIR OTHER EQUIPMENT	919.59
I-75807		753 YEARLY INSPECT & MAINTENA	980.53			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		753 YEARLY INSPECT & MAINTENAN		101 4124-87029-000	REPAIR OTHER EQUIPMENT	980.53
I-75808		757 YEARLY INSPECTION & MAINT	1,835.41			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		757 YEARLY INSPECTION & MAINT		101 4124-87029-000	REPAIR OTHER EQUIPMENT	1,835.41
I-76015		757 WELDING LIFT CYLINDER	783.94			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		757 WELDING LIFT CYLINDER		101 4124-87029-000	REPAIR OTHER EQUIPMENT	783.94
		=== VENDOR TOTALS ===	4,519.47			

PACKET: 01093 SEPT 18TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-092	FISCHER, BART J					
I-201409184936		ICMA TRAVEL & FOOD REIMB	12.35			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		ICMA TRAVEL & FOOD REIMB		101 4112-86100-000	CONFERENCES/EDUCATION/AS	12.35
=== VENDOR TOTALS ===			12.35			
=====						
01-05894	GL SPORTS CAMPS, LLC					
I-66401		TF/FOOTBALL/GOLF CAMPS	2,454.80			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		TF/FOOTBALL/GOLF CAMPS		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	2,454.80
=== VENDOR TOTALS ===			2,454.80			
=====						
01-05115	GOPHER STATE ONE CALL					
I-117677		LOCATES	148.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	148.00
=== VENDOR TOTALS ===			148.00			
=====						
01-05243	HINRICHS, RICH					
I-201409184935		REIMB MILEAGE/ INSPECT NEW TR	374.96			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		REIMB MILEAGE/ INSPECT NEW TRK		101 4124-86010-000	MILEAGE	374.96
=== VENDOR TOTALS ===			374.96			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-5830452		SEPT COPIER CHARGES	237.91			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		SEPT COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	237.91
=== VENDOR TOTALS ===			237.91			
=====						
01-04986	MNFIAM BOOK SALES					
I-1919		FIRE SERVICE INSTRUCTOR BUNDL	69.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		FIRE SERVICE INSTRUCTOR BUNDLE		101 4124-86020-000	TRAINING	69.00
=== VENDOR TOTALS ===			69.00			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06115		24 ON SITE SANITATION				
I-A557735		PORTABLE TOILET - COMM PARK	65.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		PORTABLE TOILET - COMM PARK		601 4601-85080-000	PORTABLE TOILET PARKS	65.00
I-A557838		PORTABLE TOILET - CURTISS	65.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		PORTABLE TOILET - CURTISS		601 4601-85080-000	PORTABLE TOILET PARKS	65.00
		=== VENDOR TOTALS ===	130.00			
01-06115		TIMOTHY PITTMAN				
I-201409184940		MILEAGE REIMB	72.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		MILEAGE REIMB		101 4141-86101-000	MILEAGE	72.00
		=== VENDOR TOTALS ===	72.00			
01-06483		SENTRY SYSTEMS, INC.				
I-694871		MONITORING OCT 1 TO DEC 31	94.50			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		MONITORING OCT 1 TO DEC 31		101 4131-87100-000	PANIC BUTTON SECURITY	94.50
		=== VENDOR TOTALS ===	94.50			
01-06525		SUBURBAN ACE HARDWARE				
I-201409184943		PAINT/DRYWALL/GRASS SEED/GLUE	157.93			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		PAINT STRIPES AT CURTIS		101 4141-87120-000	FACILITIES & GROUND MAIN	91.31
		DUCT TAPE AND RUST BLOCK		101 4141-70100-000	SUPPLIES	31.97
		DRYWALL		101 4131-87010-000	CITY HALL MAINTENANCE	14.67
		GRASS SEED		101 4132-87010-000	BOULEVARD MAINTENANCE	13.99
		SPRAY GLUE		101 4131-70110-000	SUPPLIES	5.99
		=== VENDOR TOTALS ===	157.93			
01-05303		MICHELLE TESSER				
I-201409184939		FLEX PAYMENT	200.00			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		FLEX PAYMENT		101 21711-000	DEPENDENT CARE FLEX PAYA	150.00
		FLEX PAYMENT		201 21711-000	DEPENDENT CARE FLEX PAYA	50.00
		=== VENDOR TOTALS ===	200.00			

PACKET: 01093 SEPT 18TH PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
09/18/2014	US BANCORP					
I-201409184938		ELECTION AND INTERVIEW FOOD	319.70			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		ELECTION JUDGE FOOD		101 4115-70100-000	SUPPLIES	285.07
		COUNCIL INTERVIEW FOOD		101 4111-70100-000	SUPPLIES	34.63
		=== VENDOR TOTALS ===	319.70			
01-05870	XCEL ENERGY					
I-201409184941		ELECT	23.57			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		ELECT - GAZEBO		101 4141-85020-000	ELECTRIC/GAS	11.97
		ELECT SNELLING HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.60
		=== VENDOR TOTALS ===	23.57			
01-07205	ZEP SALES & SERVICE					
I-4001121684		TRASH BAGS	273.85			
9/18/2014	APBNK	DUE: 9/18/2014 DISC: 9/18/2014		1099: N		
		TRASH BAGS		101 4141-70100-000	SUPPLIES	273.85
		=== VENDOR TOTALS ===	273.85			
		=== PACKET TOTALS ===	9,703.41			



September 2014 Statement 08/09/2014 - 09/09/2014

Page 2 of 3

CITY OF FALCON HEIGHT (CPN 001055690)

Cardmember Service 1-866-485-4545



Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Fast is great. Secure is even better. Introducing Visa Checkout which gives you both. Use Visa Checkout for a secure, simple, and fast way to buy online. Enroll your U.S. Bank Business Edge Card today at usbank.com/visacheckout

Transactions FISCHER,BART J Credit Limit \$15000

Table with columns: Post Date, Trans Date, Ref #, Transaction Description, Amount, Notation. Includes sub-header 'Purchases and Other Debits' and rows for NELSON'S CHEESE & DELI, SQ *ST PAUL BAGELRY, TOPPERS PIZZA, and TARGET.

Transactions BILLING ACCOUNT ACTIVITY

Table with columns: Post Date, Trans Date, Ref #, Transaction Description, Amount, Notation. Includes sub-header 'Payments and Other Credits' and a row for BRANCH PAYMENT THANK YOU.

2014 Totals Year-to-Date table with rows for Total Fees Charged in 2014 and Total Interest Charged in 2014, both showing \$0.00.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0389	ALLISON DAVITT					
I-201409164933		MILEAGE/PARENTS NIGHT OUT SUP	101.22			
9/16/2014	APBNK	DUE: 9/16/2014 DISC: 9/16/2014		1099: N		
		MILEAGE		201 4201-86010-000	MILEAGE	50.90
		PARENTS NIGHT OUT SUPPLIES		101 4116-89010-000	SPECIAL EVENTS	50.32
		=== VENDOR TOTALS ===	101.22			
01-05072	BRANCH AND BOUGH TREE SERVICE					
I-2122		TREE PLANTING	5,875.00			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
		TREE PLANTING		419 4419-86000-000	TREE PLANTING	5,875.00
		=== VENDOR TOTALS ===	5,875.00			
01-03110	CENTURY LINK					
I-201409124926		LIFT STATION/CURTISS FIELD	115.99			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
		LIFT STATION		601 4601-85011-000	TELEPHONE - LANDLINE	60.18
		CURTISS FIELD		101 4141-85011-000	TELEPHONE - LANDLINE	55.81
		=== VENDOR TOTALS ===	115.99			
01-03123	CINTAS CORPORATION #470					
I-470459947		SHOP TOWELS/TP/SUPPLIES	92.48			
9/16/2014	APBNK	DUE: 9/16/2014 DISC: 9/16/2014		1099: N		
		SHOP TOWELS/TP/SUPPLIES		101 4131-70110-000	SUPPLIES	92.48
		=== VENDOR TOTALS ===	92.48			
01-0092	FISCHER, BART J					
I-201409124929		MILEAGE REIMB	48.33			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	48.33
		=== VENDOR TOTALS ===	48.33			
01-05166	GRAINGER, W. W., INC.					
I-9536785190		PLASTIC LEG TIPS	12.50			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
		PLASTIC LEG TIPS		101 4131-70110-000	SUPPLIES	12.50
		=== VENDOR TOTALS ===	12.50			

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-05265		INSTANT GREEN TREE PLANTING, I					
I-IGTP 87671		TREE REPLANTING	12,640.00				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		TREE REPLANTING		205 4205-86000-000	TREE REPLANTING		12,640.00
=== VENDOR TOTALS ===			12,640.00				
01-05582		MENARDS					
I-201409164932		CH OFFICE REMODEL EXP	284.30				
9/16/2014	APBNK	DUE: 9/16/2014 DISC: 9/16/2014		1099: N			
		CH OFFICE REMODEL SUPPLIES		401 4401-90100-000	FURNITURE & EQUIPMENT		284.30
=== VENDOR TOTALS ===			284.30				
01-05273		MN PUBLIC EMPLOYEES INSURANCE					
I-201409124924		OCT HEALTH INSURANCE	8,337.90				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		OCT HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS		8,337.90
=== VENDOR TOTALS ===			8,337.90				
01-06185		RAMSEY COUNTY					
I-PRRLG 1215		3RD QTR ELECTION CONTRACT	4,062.50				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		3RD QTR ELECTION CONTRACT		101 4115-80300-000	ELECTION CONTRACT		4,062.50
I-RISK 1679		SEPT DENTAL/LIFE/DISABILITY I	1,013.48				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		SEPT DENTAL/LIFE/DISABILITY IN		101 4112-89000-000	MISCELLANEOUS		1,013.48
=== VENDOR TOTALS ===			5,075.98				
01-05303		MICHELLE TESSER					
I-201409124927		FLEX PAYMENT	1,049.98				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		FLEX PAYMENT		101 21711-000	DEPENDENT CARE FLEX PAYA		787.49
		FLEX PAYMENT		201 21711-000	DEPENDENT CARE FLEX PAYA		262.49
I-201409124930		JULY-AUG CELL PHONE	40.00				
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N			
		JULY-AUG CELL PHONE		101 4112-89000-000	MISCELLANEOUS		20.00
		JULY-AUG CELL PHONE		201 4201-89000-000	MISCELLANEOUS		20.00
=== VENDOR TOTALS ===			1,089.98				

PACKET: 01090 SEPTEMBER 12 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
0581	TRI-STATE	BOBCAT INC				

I-201409124928	AUGER		2,437.68			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
	AUGER			403 4403-91000-000	MACHINERY & EQUIPMENT	2,437.68
=== VENDOR TOTALS ===			2,437.68			

01-05870 XCEL ENERGY

I-201409124931	ELECT/GAS		3,268.35			
9/12/2014	APBNK	DUE: 9/12/2014 DISC: 9/12/2014		1099: N		
	ELECT			101 4131-85020-000	ELECTRIC	658.89
	ELECT			209 4209-85020-000	STREET LIGHTING POWER	2,100.28
	ELECT			209 4209-85020-000	STREET LIGHTING POWER	52.21
	GAS			101 4131-85030-000	NATURAL GAS	66.12
	ELECT			101 4141-85020-000	ELECTRIC/GAS	295.36
	GAS			101 4141-85030-000	NATURAL GAS	29.18
	ELECT			209 4209-85020-000	STREET LIGHTING POWER	11.60
	ELECT			101 4141-85020-000	ELECTRIC/GAS	42.21
	GAS			101 4141-85030-000	NATURAL GAS	12.50
=== VENDOR TOTALS ===			3,268.35			
=== PACKET TOTALS ===			39,379.71			

federal with	7668.91
st with	988.68
Pera	3252.28
ICMA	10995.00
	<hr/>
	62,284.58

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50		AMERIPRIDE SERVICES				
I-1002875564		LINEN CLEANING	49.02			
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	49.02
I-1008042400		LINEN CLEANING	49.02			
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	49.02
		=== VENDOR TOTALS ===	98.04			
=====						
01-03001		CAMPBELL KNUTSON				
I-201409094922		AUG LEGALS \$ AUG URBAN FARM	994.50			
9/09/2014	APBNK	DUE: 9/09/2014 DISC: 9/09/2014		1099: Y		
		AUG LEGALS		101 4114-80200-000	LEGAL FEES	837.00
		AUG LEGAL FOR URBAN FARM		208 4208-81900-000	OTHER PROFESSIONAL SERVI	157.50
		=== VENDOR TOTALS ===	994.50			
=====						
01-03123		CINTAS CORPORATION #470				
I-470453684		TOILET PAPER/TOWELS/MISC SUPP	236.09			
9/09/2014	APBNK	DUE: 9/09/2014 DISC: 9/09/2014		1099: N		
		TOILET PAPER/TOWELS/MISC SUPPL		601 4601-70100-000	SUPPLIES	236.09
		=== VENDOR TOTALS ===	236.09			
=====						
01-06290		CITY OF ROSEVILLE				
I-219160		SEPT IT SVCS	1,331.67			
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N		
		SEPT IT SVCS		101 4116-85070-000	TECHNICAL SUPPORT	1,331.67
I-219196		SEPT PHONE	306.00			
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N		
		SEPT PHONE		101 4116-85010-000	TELEPHONE	306.00
		=== VENDOR TOTALS ===	1,637.67			
=====						
01-03539		DAKOTA ELECTRIC ASSOCIATION				
I-1480700022		SEPT SOLAR ELECT	530.00			
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N		
		SEPT SOLAR ELECT		101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===	530.00			

PACKET: 01087 SEPT 5 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-00		DISCOUNT STEEL, INC					
I-1024150		STEEL FOR DESK LEGS	240.40				
9/09/2014	APBNK	DUE: 9/09/2014 DISC: 9/09/2014		1099: N			
		STEEL FOR DESK LEGS		101 4131-70110-000	SUPPLIES		240.40
I-1024170		STEEL FOR DESK LEGS	10.64				
9/09/2014	APBNK	DUE: 9/09/2014 DISC: 9/09/2014		1099: N			
		STEEL FOR DESK LEGS		101 4131-70110-000	SUPPLIES		10.64
		=== VENDOR TOTALS ===	251.04				
01-03143		F & M TRUCKING INC					
I-2272		MULCH FOR LARP/SNELLING	34.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		MULCH FOR LARP/SNELLING		101 4132-87010-000	BOULEVARD MAINTENANCE		34.00
		=== VENDOR TOTALS ===	34.00				
01-05174		FIRE INSTRUCTION & RESCUE EDUC					
I-806		CAR FIRE CLASS	600.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		CAR FIRE CLASS		101 4124-86020-000	TRAINING		600.00
		=== VENDOR TOTALS ===	600.00				
01-05171		FRA DOR INC					
I-1408211		BLACK DIRT FOR BLVD MAINT	112.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		BLACK DIRT FOR BLVD MAINT		101 4132-87010-000	BOULEVARD MAINTENANCE		112.00
		=== VENDOR TOTALS ===	112.00				
01-05338		SCOTT HAFNER					
I-201409054918		REBATE ON WINDOWS PERMIT	60.25				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		REBATE ON WINDOWS PERMIT		101 4117-89100-000	ENERGY REBATE PROGRAM		60.25
		=== VENDOR TOTALS ===	60.25				

PACKET: 01087 SEPT 5 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-43	HINRICHS,RICH						
I-201409054914		REIMB STEP LADDER	59.18				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		REIMB STEP LADDER		101 4124-70100-000	SUPPLIES		59.18
		=== VENDOR TOTALS ===	59.18				
01-05153	HOME DEPOT CRC/GECF						
I-201409054920		CH MAINT/FFTRAINING/PARKS SUP	1,263.89				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		CH MAINT SUPPLIES		101 4131-87010-000	CITY HALL MAINTENANCE		808.81
		STEEL 4-SHELF		101 4111-70100-000	SUPPLIES		192.92
		GRASS SEED		101 4132-87010-000	BOULEVARD MAINTENANCE		57.10
		TRIMMER LINE/LIGHT BULBS		101 4141-70100-000	SUPPLIES		89.74
		TOOL ROOM DOORSTOP		101 4131-70110-000	SUPPLIES		6.40
		TOOL ROOM DOORSTOP		101 4124-70100-000	SUPPLIES		108.92
		=== VENDOR TOTALS ===	1,263.89				
01-05235	JAN-PRO CLEANING SYSTEMS						
I-43451		SEPT CLEANING SERVICES	205.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		SEPT CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE		205.00
		=== VENDOR TOTALS ===	205.00				
01-04570	JOSEPH, KATRINA E.						
I-0032		AUGUST PROSECUTIONS	2,500.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: Y			
		AUGUST PROSECUTIONS		101 4123-80200-000	LEGAL FEES		2,500.00
		=== VENDOR TOTALS ===	2,500.00				
01-05510	LEAGUE OF MN CITIES						
I-201409054921		MMA MEMBERSHIP DUES	30.00				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		MMA MEMBERSHIP DUES		101 4111-86100-000	CONFERENCES/EDUCATION/TR		30.00
		=== VENDOR TOTALS ===	30.00				

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05665	72		LILLIE SUBURBAN NEWSPAPER				
I-201409054916	9/05/2014	APBNK	TIF DISCLOSURE/STREET NOTICE DUE: 9/05/2014 DISC: 9/05/2014 TIF DISCLOSURE/STREET NOTICE	104.63	1099: N 101 4111-70410-000	LEGAL NOTICES	104.63
=== VENDOR TOTALS ===				104.63			
01-05665	METROPOLITAN COUNCIL						
I-1037563	9/05/2014	APBNK	OCT SS SERVICES DUE: 9/05/2014 DISC: 9/05/2014 OCT SS SERVICES	36,640.08	1099: N 601 4601-85060-000	METRO SEWER CHARGES	36,640.08
=== VENDOR TOTALS ===				36,640.08			
01-05255	NATURAL GREEN						
I-108761	9/05/2014	APBNK	FERTILIZER/WEED CONTROL DUE: 9/05/2014 DISC: 9/05/2014 FERTILIZER/WEED CONTROL	243.00	1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	243.00
=== VENDOR TOTALS ===				243.00			
01-07263	NEXTEL COMMUNICATIONS, INC						
I-172868921-114	9/05/2014	APBNK	CELL PHONES: FIRE TRUCK DUE: 9/05/2014 DISC: 9/05/2014 CELL PHONES: FIRE TRUCK	53.39	1099: N 101 4124-85015-000	CELL PHONE	53.39
=== VENDOR TOTALS ===				53.39			
01-05949	NFPA INTERNATIONAL						
2196224	9/05/2014	APBNK	FIRE SAFETY OPEN HOUSE SUPPLI DUE: 9/05/2014 DISC: 9/05/2014 FIRE SAFETY OPEN HOUSE SUPPLIE	251.05	1099: N 101 4116-89010-000	SPECIAL EVENTS	251.05
=== VENDOR TOTALS ===				251.05			
01-06024	ON SITE SANITATION						
I-A-552915	9/05/2014	APBNK	PORTABLE TOILET CURTISS PK DUE: 9/05/2014 DISC: 9/05/2014 PORTABLE TOILET	65.00	1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	65.00
I-A-553022	9/05/2014	APBNK	PORTABLE TOILET COMM PARK DUE: 9/05/2014 DISC: 9/05/2014 PORTABLE TOILET	65.00	1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	65.00
=== VENDOR TOTALS ===				130.00			

PACKET: 01087 SEPT 5 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-035	RAMSEY COUNTY						
I-EMCOM-3453		AUG RADIO FLEET SUPPORT	68.64				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		AUG RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT		68.64
		=== VENDOR TOTALS ===	68.64				
=====							
01-06184	RAMSEY COUNTY - 911 DISPATCH						
I-EMCOM-3498		AUGUST 911 DISPATCH	2,459.97				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		AUGUST 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES		2,459.97
I-EMCOM-3513		AUGUST 911 DISPATCH	180.98				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		AUGUST 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES		180.98
		=== VENDOR TOTALS ===	2,640.95				
=====							
01-06303	REPUBLIC SERVICES						
I-0923-2585593		SEPT TRASH REMOVAL	408.73				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		SEPT TRASH REMOVAL		101 4131-82010-000	WASTE REMOVAL		408.73
		=== VENDOR TOTALS ===	408.73				
=====							
01-07228	CITY OF ST ANTHONY						
I-3150		SEPT POLICE SVCS	51,423.42				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		SEPT POLICE SVCS		101 4122-81000-000	POLICE SERVICES		51,423.42
		=== VENDOR TOTALS ===	51,423.42				
=====							
01-05374	TENNIS SANITATION LLC						
I-1238878		AUGUST RECYCLING	5,682.46				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		AUGUST RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS		5,682.46
		=== VENDOR TOTALS ===	5,682.46				

PACKET: 01087 SEPT 5 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-03	J3	MICHELLE TESSER					

I-201409054915		REIMB APMP CONFERENCE	32.68				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		REIMB APMP CONFERENCE		101 4112-86100-000	CONFERENCES/EDUCATION/AS		32.68
		=== VENDOR TOTALS ===	32.68				
=====							
01-07250		TRETSVEN, DAVE					

I-201409054917		REIMB:MICROWAVE FOR CH KITCHE	179.95				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		REIMB:MICROWAVE FOR CH KITCHEN		101 4131-70110-000	SUPPLIES		179.95
		=== VENDOR TOTALS ===	179.95				
=====							
01-05870		XCEL ENERGY					

I-201409054919		ELECT	267.05				
9/05/2014	APBNK	DUE: 9/05/2014 DISC: 9/05/2014		1099: N			
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		49.46
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		53.08
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		46.97
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		46.45
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		11.60
		ELECT		209 4209-85020-000	STREET LIGHTING POWER		11.60
		ELECT		101 4141-85020-000	ELECTRIC/GAS		26.04
		ELECT		601 4601-85020-000	ELECTRIC		21.85
		=== VENDOR TOTALS ===	267.05				
		=== PACKET TOTALS ===	106,737.69				

*** REGISTER TOTALS ***

REGULAR CHECKS:	11	1,740.20
DIRECT DEPOSIT REGULAR CHECKS:	19	15,381.02
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	30	17,121.22

*** NO ERRORS FOUND ***

** END OF REPORT **

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1017	SANDVIK, TIMOTHY J	R	9/12/2014	801.36	083169
0	ANDERSON, KEVIN	R	9/12/2014	103.01	083170
0	GAFNEY, PATRICK	R	9/12/2014	111.48	083171
0104	VANN, VINCENT A	R	9/12/2014	43.38	083172
0119	WICK, JEFFREY M	R	9/12/2014	67.70	083173
0126	SMITH, BENJAMIN J	R	9/12/2014	32.43	083174
0128	ROSENBERG, NICHOLAS M	R	9/12/2014	162.08	083175
0130	RABEK, PAUL A	R	9/12/2014	81.87	083176
0131	THOMAS, DAVID M	R	9/12/2014	99.72	083177
0132	TEMME, ANDREW K	R	9/12/2014	65.27	083178
2172	ARCAND, MICHAEL W	R	9/12/2014	171.90	083179

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 9/12/2014
 DIRECT DEPOSIT EFFECTIVE DATE 9/12/2014

EMP #	NAME	AMOUNT
004	BART J FISCHER	2,502.13
01 1010	MICHELLE C TESSER	1,564.69
01-1014	CHELSEA PETERSEN	1,607.33
01-1040	MICHAEL J POESCHL	1,093.10
01-1136	ROLAND O OLSON	1,400.00
01-1155	RILEY D HOLMSETH	367.81
01-1038	DEBORAH K JONES	1.71
01-0085	DANIEL S JOHNSON-POWERS	145.05
01-0086	RICHARD H HINRICHS	393.14
01-0087	MICHAEL A MCKAY	138.63
01-0095	MICHAEL J POESCHL	203.90
01-0105	ANTON M FEHRENBACH	96.17
01-0106	SCOTT A TESCH	138.63
01-0123	BRYAN R SULLIVAN	380.50
01-0124	MICHAEL D KRUSE	98.21
01-1030	TIMOTHY J PITTMAN	1,626.31
01-1033	DAVE TRETSEVEN	1,485.38
01-1143	COLIN B CALLAHAN	2,090.11
01-1149	JONATHON R PERKINS	48.22

TOTAL PRINTED: 19 15,381.02



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	Approval of City Licenses
Description	<p>The following individual has applied for a <u>Business License</u> for 2014. Staff has received the necessary documents for licensure.</p> <p style="margin-left: 40px;">1. Honest 1 AutoCare Hamline Hoyt</p>
Budget Impact	
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2014 City License Applications.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F3
Attachment	Resolution No. 14-18
Submitted By	Roland Olson, Finance Director

Item	2015 Debt Reduction from Levy																
Description	<p>The debt levy is part of the general operating tax levy for the City. At the September 3, 2014, City Council Workshop, discussions were had relating to the reduction of part of the 2015 debt levy and buy down of debt by using some of the city reserve funds. The debt issuances affected are as follows:</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="width: 40%;"></th> <th style="text-align: center;">Payable 2015 Debt Levy</th> <th style="text-align: center;">Reduction</th> <th style="text-align: center;">Certified Debt Levy</th> </tr> </thead> <tbody> <tr> <td>2010A GO Equipment Certificates</td> <td style="text-align: right;">37,485.00</td> <td style="text-align: right;">-37,485.00</td> <td style="text-align: right;">-0-</td> </tr> <tr> <td>2013A GO Improvement</td> <td style="text-align: right;">22,529.34</td> <td style="text-align: right;">-22,529.34</td> <td style="text-align: right;">-0-</td> </tr> <tr> <td>2013B GO Equipment Certificates</td> <td style="text-align: right;">95,368.88</td> <td style="text-align: right;">-25,634.88</td> <td style="text-align: right;">69,734.00</td> </tr> </tbody> </table> <p>At the September 10, 2014, City Council meeting, the Council approved the Preliminary Levy for 2015, <u>which reflects these same changes</u>. It is required by Ramsey County that this additional action be taken by Council Resolution. See attached resolution for reductions in the debt levy.</p>		Payable 2015 Debt Levy	Reduction	Certified Debt Levy	2010A GO Equipment Certificates	37,485.00	-37,485.00	-0-	2013A GO Improvement	22,529.34	-22,529.34	-0-	2013B GO Equipment Certificates	95,368.88	-25,634.88	69,734.00
	Payable 2015 Debt Levy	Reduction	Certified Debt Levy														
2010A GO Equipment Certificates	37,485.00	-37,485.00	-0-														
2013A GO Improvement	22,529.34	-22,529.34	-0-														
2013B GO Equipment Certificates	95,368.88	-25,634.88	69,734.00														
Budget Impact	Reductions in debt revenue for 2015 for affected bonds.																
Attachment(s)	Resolution No. 14-18																
Action(s) Requested	Adoption of Resolution No. 14-18, reducing the 2015 Debt Levy.																

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

September 24, 2014

No. 14 -18

**RESOLUTION REDUCING THE 2015 DEBT LEVY SCHEDULE FOR:
THE \$300,000 2010A GO EQUIPMENT CERTIFICATES
THE \$445,000 2013A GO IMPROVEMENTS
THE \$715,000 2013B GO EQUIPMENT CERTIFICATES**

WHEREAS, the City Council has determined to reduce the debt levy for 2015 with reserves

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Falcon Heights that the 2015 debt levies be reduced as follows:

	Payable 2015 Debt Levy	Reduction	Certified Debt Levy
2010A GO Equipment Certificates	37,485.00	-37,485.00	-0-
2013A GO Improvement	22,529.34	-22,529.34	-0-
2013B GO Equipment Certificates	95,368.88	-25,634.88	69,734.00

Adopted by the Falcon Heights City Council this ____ day of _____, 2014.

Moved by:

Approved by: _____
Peter Lindstrom, Mayor
September 24, 2014

LINDSTROM _____ In Favor
MERCER-TAYLOR _____
HARRIS _____ Against
LONG _____

Attested by: _____
Bart Fischer
City Administrator
September 24, 2014



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F4
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Close the Capital Equipment 2010A Fund (fund 424) to GO Equipment Certificates 2010A Bond Fund (fund 306).
Description	<p>A small fund balance remains after the completion of the equipment purchases out of the Capital Equipment Fund. Staff recommends closing the fund and transferring any remaining funds to the GO Equipment Certificates 2010A bond fund to be used for debt service on the original bond. Staff recommends the effective date of October 1st to allow for the third quarter interest being posted. There is an estimated \$10,000 balance to be transferred. Budget line item amendments recommended are :</p> <p style="margin-left: 40px;">Fund 424: Transfer Out: 424-4424-97000 10,000</p> <p style="margin-left: 40px;">Fund 306: Transfer In: 306-000-39200 10,000</p>
Budget Impact	Close the Capital Equipment 2010A fund and transfer any remaining balance to the GO Equipment Certificates 2010A bond fund.
Attachment(s)	N/A
Action(s) Requested	Staff recommends closing the Capital Equipment 2010A Fund (424) to the GO Equipment Certificates 2010A Bond Fund (306) for debt service needs. Also, make the budget line amendments as recommended.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F5
Attachment	Ramsey County Grant Agreement, Professional Services Agreement
Submitted By	Chelsea Petersen, Community Development Coordinator

Item	Public Entity Innovation Grant – Bulky Waste Collection and Recycling Project Phase 2
Background	<p>Ramsey County has awarded the Cities of Falcon Heights and Lauderdale a grant of up to \$60,000 for a continuation of 2013’s joint pilot project for the collection and recycling of bulky waste, including items such as furniture, mattresses and appliances. Ramsey County requires one city to act as custodian of grant funds, and both cities have agreed that Falcon Heights will continue to act in this capacity. Falcon Heights will receive the grant funds from Ramsey County and pay invoices for the project on behalf of both cities.</p> <p>In phase one of the project residents in single family homes with bulky waste items were able to arrange for curbside pickup of a limited number of items, free of charge. It was because of the success of that project that Falcon Heights and Lauderdale have applied for the Public Entity Innovation Grant again this year to continue the program for multifamily residences.</p> <p>The first step of the new phase will take place between now and the end of 2014. In collaboration with Foth Infrastructure and Environment, LLC, surveys and interviews will be conducted with owners, managers, and tenants of multifamily units to determine if a bulky waste pick up program could be successful for these dwellings. Responses will be evaluated and reported to Ramsey County as part of the grant agreement.</p> <p>If the survey results are favorable, the next phase of this project would begin in January of 2015 and run through the summer. A pickup program, similar to the 2013 program, will be designed specifically for and advertised to multifamily units. The ideal timeframe for the pickups is the last week of May-the first week of June, during a large move in/move out weekend for many apartment residents (mainly college students).</p> <p>As financial custodian for the grant funds Falcon Heights needs to implement an agreement for professional services with Foth Infrastructure & Environment LLC, who will serve as consultant on the project. The full cost consultant services, marketing, and waste hauling services will be covered by the grant.</p> <p>City Legal Staff has reviewed and approved both agreements.</p>
Budget Impact	In-kind contribution of staff time from Chelsea Petersen of approximately 60 – 70 hours over the life of the project (September 2014 – July, 2015).

Attachment(s)	<ul style="list-style-type: none">• Grant Agreement with Ramsey County• Professional Services Agreement with Foth Infrastructure & Environment
Action(s) Requested	Motion to approve the grant agreement between Ramsey County and the Cities of Falcon Heights and Lauderdale, and the agreement between the City of Falcon Heights and Foth Infrastructure and Environment, LLC, for consulting services on the grant project. And authorize the Mayor and City Administrator to sign any related documents.

Agreement
Between Ramsey County and the Cities of Falcon Heights and Lauderdale
For a Public Entity Innovation Grant

This grant agreement (Agreement) is between Ramsey County, Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, MN 55101 (“County”) and the City of Falcon Heights, 2077 Larpenteur Avenue West, Falcon Heights, MN 55113 and the City of Lauderdale, 1891 Walnut Street, Lauderdale, MN 55113 (“Grantee”), all political subdivisions of the State of Minnesota.

The County and the Grantee agree as follows:

1. Grantee Duties

The Grantee shall undertake and complete the project in the time and manner set forth in the Grantee’s 2014 Public Entity Innovation Grant application to Ramsey County dated May 15, 2014, Application Addendum, and Project Budget, all of which are attached hereto as **Addendum 1**.

Duties include the following:

- a. Determine the feasibility and efficacy of a program for bulky waste collection and recycling at multifamily housing complexes in the two cities. The Grantee will contract with a consultant to:
 - i. Contact and interview owners/managers of 26 apartment complexes to determine need, current disposal options, challenges related to bulky waste recycling, and interest in paying for scheduled pick up service.
 - ii. Conduct a survey of tenants to determine interest and need for a bulky waste recycling program.
 - iii. Evaluate the results of the survey and interviews and report the results to the County.
- b. If, based on the results of the interviews, surveys and report, the County approves a pilot collection program, the Grantee will conduct a limited bulky waste collection and recycling event for multifamily housing complexes in the two cities.
- c. Develop model educational materials concerning bulky waste recycling and disposal.
- d. Evaluate the effectiveness of the program.

2. County Duties

The County will provide technical assistance on best practices, promotion and evaluation. The County will review the report from 1a.iii to determine if the pilot collection project should be conducted. The County will notify the Cities in writing of its determination.

3. Reporting

Grantee must submit progress reports with each invoice during the project period. A final report must be submitted with the final invoice.

Reports will be in a form acceptable to the County and must detail accomplishments, adherence to timeline, spending status, barriers encountered and solutions implemented, lessons learned, progress towards meeting project goals and next steps (or plan for continuation, in the final report).

4. Financial Reports

The Grantee shall submit, if requested by the County in its sole discretion, an audited financial report that shows how funds received from the County pursuant to this Agreement were disbursed.

5. Term

The Term of this Agreement is from August 1, 2014 through October 31, 2015.

6. Payment

- a. The County shall pay the Grantee a maximum not to exceed sum of \$60,000 inclusive of expenses and applicable taxes to be reimbursed on a monthly basis for expenses incurred in the performance of the activities under this agreement.
- b. Pursuant to an agreement dated August 18, 2014, attached hereto as **Addendum II**, Falcon Heights and Lauderdale have agreed that Falcon Heights will serve as custodian of the grant funds on behalf of both cities.
- c. Reimbursement of expenses will be made in accordance with the approved budget.
- d. The Grantee shall submit an invoice to the County on a monthly basis. Each invoice shall include an itemization of permitted expenses. Payment will be made within 35 days of receipt of the invoice. Each invoice shall have attached to it supporting documentation for each budget category of expense for which the Grantee is seeking reimbursement. Payment will be made within 35 days of receipt of a detailed invoice and verification of the charges.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

7. Indemnification

Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the Parties' liability.

8. Non-Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

9. Unavailability of Funding

The purchase of goods or services from the Grantee under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the Grantee shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

10. Equal Employment Opportunity

The Grantee agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the Grantee shall furnish a written affirmative action plan.

11. Respectful Workplace and Violence Prevention

The Grantee shall make all reasonable efforts to ensure that the Grantee's employees, officials and subgrantees do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

12. Subgrantee Payment

The Grantee shall pay any subgrantee within ten days of the Grantee's receipt of payment from the County for undisputed services provided by the subgrantee. The Grantee shall pay interest of 1 1/2 percent per month or any part of a month to the subgrantee on any undisputed amount not paid on time to the subgrantee. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Grantee shall pay the actual penalty due to the subgrantee. A subgrantee who prevails in a civil action to collect interest penalties from the Grantee must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

13. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

14. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Grantee, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Grantee relating to this Agreement.

15. Termination

The County, in its sole discretion, may terminate this Agreement immediately for cause. Written notice of termination and the reasons therefore will be provided to Grantee as soon as practicable. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

16. Waste Reduction

The Grantee shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement

processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

17. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

18. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court, Second Judicial District, State of Minnesota.

19. Entire Agreement

This Agreement, including **Addendum 1**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and Addendum 1, the provisions of this Agreement shall prevail.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF FALCON HEIGHTS

Julie Kleinschmidt, County Manager

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Approval recommended:

By: _____
Print Name: _____
Title: _____

Marina McManus, Public Health Director

CITY OF LAUDERDALE

Approved as to form and insurance:

By: _____
Print Name: _____
Title: _____

Assistant County Attorney

Date: _____

By: _____
Print Name: _____
Title: _____

Ramsey County 2014 Public Entity Innovation Grant

APPLICATION

(All sections must be completed)

- If the requested amount is equal to or less than \$25,000, submit the proposal using this application.
- If the requested amount is over \$25,000, the first step is to submit a letter of intent. (See Grant Guidelines and Application Instructions for more information).

Applications Due: Applications are accepted on an ongoing basis.

Submit applications to: Rae Eden Frank, 651-266-1153

- By Mail: Ramsey County Public Health, Environmental Health Section, 2785 White Bear Avenue North, Suite 350, Maplewood, MN 55109.
- By E-mail: Rachel.Frank@co.ramsey.mn.us

Applicant Information

Public Entity: City of Falcon Heights, City of Lauderdale
Contact Name: Deb Jones (Falcon Heights) and Jim Bownik (Lauderdale)
Contact Title: Director of Zoning and Planning (FH); Assistant City Administrator (Lau)
Mailing Address: City of Falcon Heights, 2077 Larpentour Avenue, Falcon Heights, MN 55113
Phone: 651-792-7613 (FH); 651-792-7656 (Lau)
E-mail Address: deb.jones@falconheights.org jim.bownik@ci.lauderdale.mn.us

Project Title: Bulky Waste Collection and Recycling Project Phase 2
Grant Request: \$ \$60,000

Authorizing Signature: (person with authority to enter into a contract with Ramsey County)
Name (printed): Deborah Jones
Title: Director of Zoning and Planning
Date: May 15, 2014

Project Information

1. Project Description

Provide a written description that addresses the following items:

- a) Project scope and design
- b) Expected outcomes
- c) Practices or policies that will be changed during the project
- d) Key individuals participating in project and their roles
- e) Project timeline
- f) Why project is compelling and worth funding

Project scope and design

The Cities of Lauderdale and Falcon Heights have identified a need for more efficient and effective ways for residents to dispose of bulky items such as mattresses, furniture and appliances. There are options, but they are inconvenient, costly and difficult for many residents. The result is a growing backlog of unwanted furniture and appliances stored in basements, garages and yards, and, too often, dumped illegally on public or private property. In the case of apartment buildings, this means bulky items are sometimes left on the curb or in the alley at the end of months when tenants have moved out. These items represent a public health and safety hazard and are a source of materials that could be recycled.

Would some kind of seasonal or year-round curbside pick-up program for bulky items be the solution to this problem? Could multiple cities collaborate effectively to provide a common solution?

In 2013, Lauderdale and Falcon Heights received a Public Entity Innovation Grant to address these questions by creating and testing a curbside collection pilot program for bulky waste items. The pilot provided an opportunity for residents to sign up for one free bulky waste pickup during the 10-week program. Because multi-family residences presented so many additional issues, the Cities decided to limit the pilot to single family homes and consider a second project to address multi-family. With the present application, the two Cities propose an effort to take that next step.

Before a pilot collection project can even be designed for apartment buildings, there are many unknowns to investigate. *What bulky waste items do owners/managers and tenants have to deal with? What disposal options are in place now for apartment residents? What instructions are given to tenants for moving out and disposing of bulky waste items? Are there specific times of the year that are more critical than others? Would landlords and tenants be interested in and willing to pay for a scheduled pick-up service?*

Falcon Height and Lauderdale propose to conduct a study of the bulky waste needs and issues at multi-family buildings or complexes in the two cities. Lauderdale has 8 multi-family complexes with 689 units and Falcon Heights has 18 multi-family complexes with 703 units. Apartment owners and managers will be contacted and interviewed. Tenants will be given an opportunity to respond to a mailed or online survey. If a clear direction can be determined for a collection program that would meet needs of residents and property owners, a limited pilot collection and materials recycling program will be planned for late summer/early fall. If a pilot is conducted, it is likely to be a one-time event.

Falcon Heights and Lauderdale propose to work with Foth Infrastructure and Environment, LLC to assist city staff in planning program details, publicizing the program in the community, conducting interviews

and tenant surveys, gathering data and evaluating the program. Foth will also assist the two cities with planning and administering any pilot program or event resulting from the interview/survey phase.

Expected outcomes

The expected outcomes include:

- Determining if there is a need for bulky waste collection and recycling at multi-family buildings.
- Designing a pilot program to meet the needs of the tenants and/or management of the buildings.
- Recycling as much of the material from the bulky items as possible.
- Compiling a final report for Ramsey County.

Practices and policies that will be changed during the project

Lauderdale and Falcon Heights will seek to determine how the cities could facilitate collection and recycling of bulky items that apartment residents need to dispose of at the time they move out or at other times, and items that may otherwise end up abandoned on boulevards and alleys or in dumpsters. Based on the results of surveying landlords and tenants, the cities will design a collaborative event or program for diverting this waste to recycling.

Key individuals participating in the project and their roles

Jim Bownik – Coordinator for the City of Lauderdale
Deb Jones – Coordinator for the City of Falcon Heights
Susan Young – Foth

Project timeline

- June, 2014 – Design surveys, compile list of landlords to be contacted
- June – July, 2014 – Conduct interviews of landlords and survey tenants
- Mid to late July – Determine feasibility of pilot collection event and plan pilot
- August 2014 – Publicize pilot to target populations (apartment residents, property management)
- Early September (target is week after September 1 move out/move in – carry out collection pilot
- September – October – evaluate and report

Why the project is compelling and worth funding

This project is compelling because Lauderdale and Falcon Heights both have open collection systems. Residents must individually arrange with a garbage hauler for collection of bulky items and pay an extra fee for this service, which can be quite costly. There is no incentive for the haulers to provide recycling options for the bulky items, and a significant amount of material that is potentially recyclable is being disposed of as garbage. The problem is compounded for multi-family housing, where large items may simply be abandoned by tenants moving out. It is expected that significant progress toward the County recycling goals can be made if all possible recycling of bulky goods is achieved.

This project is worth funding for the following reasons:

- The cities wish to help residents, apartment managers and owners obtain more efficient and effective bulky waste collection.
- The cities hope the project results in less administrative costs due to complaints and nuisances about unwanted bulky waste in parking lots, setting by dumpsters or on public property.
- The cities wish to see an increase in recycling tonnages by encouraging proper recycling of bulky items in a coordinated program.
- The cities would like to find out what items apartment residents, apartment managers and owners are having difficulty disposing of properly.
- The cities wish to evaluate the need for an on-going program to assist residents, apartment managers and owners with disposal of their bulky items and the associated costs of disposal and find out whether tenants and landlords would use such a program.
- The cities would like to see how this project compares to clean up events where residents must self-haul their bulky items to a designated location.

How the project will be continued without additional funding from Ramsey County

If this project is continued, the cities will increase the recycling fee on the utility bill or waste management assessment to fund the cost of the program going forward.

2. Impact

Explain how this project will result in increased recycling and/or organic waste management and/or diversion of bulky wastes from the mixed municipal waste stream.

Improving bulky waste collection and management is expected to have the following positive effects:

- Higher weight of materials going to recycling from the partner cities.
- Fewer large items being dumped illegally.
- Fewer items stored waiting for a clean-up day.
- Reduction in code enforcement for illegal storage.
- More convenience and predictable cost for residents, apartment managers and owners who no longer have to “shop around” with no assurance that cast offs will be recycled responsibly.
- Reduction in public health and safety risks from illegal dumping of mattresses and vector-harboring bulky items and illegal scrapping of appliances (e.g. no cutting of refrigeration lines, releasing Freon, to obtain copper pipes; no smashing of televisions in alleys to salvage wiring).
- Reducing confusion about, or misapplication of, waste management disposal fees and taxes on bulky goods that are actually recycled, leading to decreased costs to residents and greater understanding of the county processes.

3. Innovation and Replicability

Describe how the project is new, unique, a new twist on a current practice, or an adoption of a new practice that is not yet widespread. Describe how the project might be replicated by, or serve as a model to, other Public Entities.

Between open collection for trash and organized collection for traditional recyclables, there are major gaps that leave local citizens and property managers/owners on their own to manage recycling and processing of special wastes such as bulky items. An innovative concept would be for cities, in cooperation with neighboring cities, to create a collection program to serve some of these needs. We have shown that cities can make use of on-line sign up technology to sign up for collection of bulky waste as needed, to monitor a collection program and collect feedback. We have shown that it is possible to get good data back from a hauler for this type of program. We have shown that this can be done collaboratively by cities working together. We have shown that there is a need, and that a significant amount of recyclable material is out there to be collected.

Now we propose to explore ways to craft a bulky waste collection and recycling program that can also serve multi-family properties. This information will allow the cities and county to improve opportunities for recycling of bulky goods, assisting in the achievement of the County's recycling goals.

4. Project Work Plan

List and describe the main tasks that will be undertaken and the estimated time required for each task in the following areas:

- a) Project Planning and Design
- b) Project Implementation
- c) Evaluation of Project Outcomes
- d) Reporting (Quarterly and Final)

A) Project Planning and Design

Deb Jones, Jim Bownik and Susan Young have met with Jean Buckley to discuss the open questions from the 2013 grant project and to plan steps for exploring ways the successes of 2013 could be extended to residents that were not served by that program, namely, those living in apartments and condominiums.

B) Project Implementation

Lauderdale and Falcon Heights would enter into an agreement with Foth Infrastructure and Environment LLC to collaborate with the cities in creating a survey for apartment management and a parallel questionnaire for tenants. Foth will conduct the management survey by telephone or in person interviews and assist the cities with setting up an on-line survey for tenants and publicizing the survey.

C) Evaluation of Project Outcomes

The cities will collect the following information:

- What kinds of bulky items are causing problems for building owners/managers and for residents.
- What disposal options are available now and how well are they working.
- What kind of communication is taking place between building management and residents regarding bulky waste disposal.
- Are residents and building owners/managers interested in a collection and recycling program for bulky waste.
- What kind of program would serve the needs of apartment residents and building management.
- What would be the practical challenges of collecting bulky waste at these addresses and how much would it cost.

D) Reporting (Monthly with Invoices and Final)

The cities will provide a progress report monthly and will invoice Ramsey County on a monthly basis for applicable reimbursable program expenses. Intermediate reports on study results and a final report will be provided by Foth.

5. Project Budget and Sustainability (see attached)

6. Evaluation

Describe how you will measure and evaluate the success of the project. Detail what change you hope to see. Provide a baseline and a measurement for each major project goal and outcome listed in Sections 1 and 4 above.

Midway through the project, the cities will evaluate whether to conduct a limited bulky waste collection and recycling event for multi-family buildings and how to set up that event. If a pilot is carried out as part of this grant, it will have the same goals and gather the same types of information as our 2013 project.

The final report will include the following data and evaluations:

- Survey results of residents and building owners/managers.
- An evaluation of program options based on survey results.
- If an RFP is issued, recommendations for its use as a template for other cities.
- Education materials used, with recommendations for their use in cities with similar and differing demographics.
- The number of participants in the program.
- Staff time required to manage the program.
- Resident and building management satisfaction with the program.
- The amount and type of materials collected.
- Items recycled, processed or otherwise disposed of, including reasons for non-recycling.
- Efficiency and cost-effectiveness of the program.

7. Collaboration and Promotion

Describe any partnerships with other entities that this project involves (such as municipalities, community groups and other partners). Describe how you will share the results of your project externally with other relevant entities, as well as internally.

- The project is designed as a collaborative multi-city project to test sharing management of a new service.
- The cities will report to Ramsey County Environmental Health and recycling coordinators at a future meeting.
- The cities will report to city administrations and City Councils in each city with recommendations.

APPLICATION ADDENDUM

Applicant Information

Public Entity: City of Falcon Heights, City of Lauderdale
Contact Names: Deb Jones, Director of Zoning and Planning, Falcon Heights, until 8/20/14
Jim Bownik, Assistant City Administrator, Lauderdale
Chelsea Petersen, Community Development Coordinator, Falcon Heights,
beginning 8/20/14

Mailing Address: City of Falcon Heights, 2077 Larpenteur Avenue, Falcon Heights, MN 55113
Phone: 651-792-7613 (FH); 651-792-7656 (Lau)
E-mail Address: deb.jones@falconheights.org jim.bownik@ci.lauderdale.mn.us
Chelsea.petersen@falconheights.org

Project Title: Bulky Waste Collection and Recycling Project Phase 2
Grant Request: \$ \$60,000
Phase 2a Assessment (August-December, 2014): \$14,750
Phase 2b Pilot Study (January-July, 2015): \$45,250

Authorizing Signature: (person with authority to enter into a contract with Ramsey County)
Name (printed): Deborah Jones (?)
Title: Director of Zoning and Planning
Date: May 15, 2014

Amended Project timeline

Phase 2a

- August-September, 2014 – Design surveys, compile list of landlords to be contacted.
- September–October, 2014 – Conduct interviews of landlords and survey tenants, taking advantage of fresh impressions of “Move out move in weekend” August 30- September 1.
- October, 2014 – Evaluate interview and survey results, determine feasibility of pilot collection event.
- November–December, 2014 – Report Phase 2a.

Phase 2b

- January– March, 2015 – Plan pilot collection project.
- April–May, 2015 – Publicize pilot to target populations (apartment residents, property management) and initiate signups.
- Late May/Early June (target is week after June 1 move out/move in) – Carry out collection pilot.
- June–July, 2015 – Evaluate and report Phase 2b.

The following information was requested in addition to the original application.

Project Description:

“Bulky” waste is defined as large waste items such as mattresses, furniture and appliances. Because of their size and materials, these items cannot be disposed of in regular curbside recycling or trash. Because of the extra challenge of disposing of this refuse, a lot of it that could be recycled is not getting into the recycling stream.

What did we learn in the 2013 project?

Please refer to the final report of the Bulky Waste Collection Pilot Program, published January, 2013, in particular pages v-vi of the executive summary and Section 5 of the full report, pages 19-27. The following summary was presented at the Recycling Association of Minnesota annual meeting on November 20, 2013:

- On-line sign-up worked extremely well. Most participants used this option. “Slick” was the word we heard often.
- Pick-ups went very smoothly with few problems. The reporting from the hauler also went well.
- Response from participants was overwhelmingly positive. Convenience was the top factor cited in the post-survey. Many also expressed satisfaction that recycling and reuse were a priority in the program. Most had a good experience.
- Most people said they would be willing to pay for this kind of recycling service. Charge by item was favored over general addition to recycling charges. People want to know in advance what it’s going to cost
- It worked very well for two cities to do this together.
- There were some valuable lessons we did not anticipate.
 - It took about a month and a half longer than expected to get the program up and running due to the agreements and contracts that needed to be put in place.
 - Program administration took much more city staff time than we anticipated. Alternative management strategies need to be looked at for future programs.
 - The program did not fill to capacity, even with the “free” opportunity
 - Scavenging by “scrappers” became an ongoing issue.

How will the proposed service be designed to increase recycling?

Recycling and reuse were priorities built in to the contract with the hauler in Phase 1, and the same type of structure would be used in a contract for Phase 2b. For tonnages collected in Phase 1, please see the report cited above; Table 4-6 on page 12. The pounds of recycled material were assigned to each city proportional to the number of participants and added to the tonnages reported in the 2013 SCORE reports, contributing to a notable increase over 2012 tonnages. This is material that might not have been recycled in 2013, or ever, without the 2013 pilot program.

Collaboration and Promotion

The 2013 project report was presented to both City Councils in televised meetings and published on City Websites. Results were shared with Ramsey County staff and city recycling coordinators. A presentation

was also given to RAM in November. All of these avenues of sharing results would be followed again. The applicants hope to collaborate with Ramey County staff to find additional opportunities to publicize the project and the findings through publication and presentation.

Budget

Phase 2a: Assessment

Line Item	Total Proposed Amount
1. Staff/Personnel	\$ -0-
Consultant Fees	\$13,500
3. Incentives	\$ -0-
4. Supplies	\$ -0-
5. Marketing and Communications	\$1,250
6. Equipment	\$ -0-
7. Other Expenses	\$0
8.	
Total	\$14,750

Phase 2b: Pilot Study

Line Item	Total Proposed Amount
1. Staff/Personnel	\$ -0-
Consultant Fees	\$13,500
3. Incentives	\$ -0-
4. Supplies	\$ -0-
5. Marketing and Communications	\$1,250
6. Equipment	\$ -0-
7. Other Expenses	\$30,500
8.	
Total	\$45,250



CITY OF
FALCON HEIGHTS

2077 W. Larpenteur Avenue
Falcon Heights, MN 55113-5594

email: mail@falconheights.org
website: www.falconheights.org

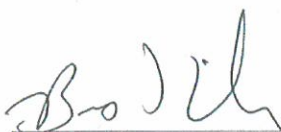
The City That Soars!

Phone - (651) 792-7600
Fax - (651) 792-7610


August 18, 2014

To Whom It May Concern:

The City of Falcon Heights and the City of Lauderdale agree that Falcon Heights will serve as the custodian of grant funds on behalf of both cities for the 2014 Public Entity Innovation Grant for a joint project creating a pilot voucher program for the collection and recycling of bulky waste items from residents of the two cities.



Bart Fischer
Falcon Heights City Administrator



Heather Butkowski
Lauderdale City Administrator

RECEIVED
AUG 20 2014
SP-RCFFD Env. Health

FAMILIES. FIELDS AND FAIR



PRINTED ON RECYCLED PAPER

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 15th day of September, 2014, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City") and **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, a Minnesota limited liability company ("FOTH"), hereinafter referred to as "Engineer".

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Engineer to furnish the services set forth on the attached Exhibit "A". The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the work will be performed in compliance with all applicable codes and engineering standards. The work shall be performed in accordance with the Contract Documents, which includes this Agreement and the Exhibits: Exhibit "A" – Scope of Services, Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", and (iii) Exhibit "B".

2. REPRESENTATIVES. City has designated Chelsea Petersen (the "City Representative"), and the Engineer has designated Susan Young (the "FOTH Representative"). The City Representative and the FOTH Representative shall be available as often as is reasonably necessary for reviewing the Services.

3. COMPENSATION. Engineer shall be paid by the City for the services described in Paragraph 1 on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed \$27,000.00 inclusive of taxes, if any, and reimbursable costs.

4. COMPLETION DATE. The Engineer must complete the services by December 31, 2015, however it is anticipated that work will be complete by July 31, 2015.

5. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Engineer in conjunction with this contract.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is

included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

8. INDEMNIFICATION. The Engineer shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent acts or omissions of the Engineer.

9. INSURANCE. Engineer shall secure and maintain such insurance as will protect Engineer from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on a primary any non-contributory basis on the general liability and umbrella policies.

The Engineer shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Engineer, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work the Engineer shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to the City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

10. INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall

comply with Minnesota Statute § 471.425. Engineer must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

17. RECORDS. The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

19. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Engineer at the address on file with the City. Upon termination under

this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

CITY OF FALCON HEIGHTS

**FOTH INFRASTRUCTURE
& ENVIRONMENT, LLC**

BY: _____
Peter Lindstrom, Mayor

BY: _____
Warren A. Shuros, Client Director

BY: _____
Bart Fischer, City Administrator/City Clerk

BY: _____
Curtis L. Hartog, Technology Director

Dated: _____, 2014.

Dated: September 19, 2014

EXHIBIT “A”

SCOPE OF SERVICES

This agreement with Foth Infrastructure and Environment LLC will enable the cities to collaborate in creating a survey for apartment management and a parallel questionnaire for tenants. Foth will conduct the management survey by telephone or in person interviews and assist the cities with setting up an on-line survey for tenants and publicizing the survey.

With the assistance of Foth, both cities will collect the following information:

- What kinds of bulky items are causing problems for building owners/managers and for residents.
- What disposal options are available now and how well are they working.
- What kind of communication is taking place between building management and residents regarding bulky waste disposal.
- Are residents and building owners/managers interested in a collection and recycling program for bulky waste.
- What kind of program would serve the needs of apartment residents and building management.
- What would be the practical challenges of collecting bulky waste at these addresses and how much would it cost.

Midway through the project, the cities will evaluate whether to conduct a limited bulky waste collection and recycling event for multi-family buildings and how to set up that event. If a pilot is carried out as part of this grant, it will have the same goals and gather the same types of information as our 2013 project. Intermediate reports on study results and a final report will be provided by Foth.

The final report will include the following data and evaluations:

- Survey results of residents and building owners/managers.
- An evaluation of program options based on survey results.
- If an RFP is issued, recommendations for its use as a template for other cities.
- Education materials used, with recommendations for their use in cities with similar and differing demographics.
- The number of participants in the program.
- Staff time required to manage the program.
- Resident and building management satisfaction with the program.
- The amount and type of materials collected.
- Items recycled, processed or otherwise disposed of, including reasons for non-recycling.
- Efficiency and cost-effectiveness of the program.

EXHIBIT "B"

SCHEDULE OF PAYMENT AND FEE SCHEDULE

Budget

Phase 2a: Assessment

Line Item	Total Proposed Amount
1. Staff/Personnel	\$ -0-
Consultant Fees*	\$13,500
3. Incentives	\$ -0-
4. Supplies	\$ -0-
5. Marketing and Communications	\$1,250
6. Equipment	\$ -0-
7. Other Expenses	\$0
8.	
Total	\$14,750

Phase 2b: Pilot Study

Line Item	Total Proposed Amount
1. Staff/Personnel	\$ -0-
Consultant Fees*	\$13,500
3. Incentives	\$ -0-
4. Supplies	\$ -0-
5. Marketing and Communications	\$1,250
6. Equipment	\$ -0-
7. Other Expenses	\$30,500
8.	
Total	\$45,250

***Total Consultant Fees - \$27,000**

ENGINEER’s services will be provided on a time and materials basis using the rates currently used for ENGINEER’s existing Technical Assistance Project for Ramsey County. ENGINEER will provide services related to this project subject to a total not to exceed cost of \$27,000, inclusive of reimbursable costs. Susan Young’s hourly rate will be \$120; Dan Krivit’s hourly rate will be \$150. Warren Shuros will provide strategic advice, if needed, at a rate of \$157/hour; Curt Hartog will serve as technical coordinator at a rate of \$140/hour; Debra Casmer will provide project management assistance at a rate of \$75/hour; Roni Oman will provide administrative assistance at a rate of \$68/hour.

ENGINEER will invoice the City for services monthly. Payments are due and payable thirty (30) days from the date of the ENGINEER’s invoice.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F6
Attachment	Joint Powers Agreement
Submitted By	Chelsea Petersen, Community Development Coordinator

Item	GIS User Group Joint Powers Agreement
Background	<p>The Ramsey County GIS Users Group is a joint-powers entity that works cooperatively with Ramsey County to provide geographical information system (GIS) information and mapping resources (such as digital orthographic photography) for its member cities. This collaborative organization saves the member cities money, allows cities to share data and technical resources, and provides valuable educational and networking resources for our employees.</p> <p>The following are a few of the benefits to Falcon Heights provided by membership in the Ramsey County GIS User Group:</p> <ul style="list-style-type: none"> • Unlimited access to County parcel data for a fraction of the cost of an individual license with the County. • Access to important new datasets that Falcon Heights could not afford alone, including high quality orthogonal aerial photos, Pictometry oblique aerial photos, upgraded street centerline data and county walking and bike trail mapping. • Access to high resolution aerial photography, ground contours and physical feature data, jointly funded by the User Group and Ramsey County. • Public online mapping website (https://maps.co.ramsey.mn.us/mapramsey) that gives a growing number of citizens, businesses and city staff direct browser access to property maps and other public information without specialized GIS software or expertise. This website is solely supported by member organization dues to the RCGIS. • Participation in ongoing and future collaborative GIS projects with other cities, Ramsey County and the Metropolitan Council • Access to low cost training and educational opportunities for city staff working with GIS <p>This is the required renewal of the joint powers agreement, which is done every three years.</p>
Budget Impact	Membership is included in the annual operating budget each year.
Attachment(s)	Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the attached Joint Powers Agreement.

JOINT POWERS AGREEMENT
AMONG
MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4 The Officers will be elected annually by the Board.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The organizational meeting shall include: the election of officers; the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate; the adoption of the Users Group Budget; review of the operating procedures within this Agreement.

Section 3. The Board shall approve and adopt the formula for the distribution of Ramsey County GIS data and the funding of special projects. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

(i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;

(ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;

(iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;

(iv) Purchase, hold, or dispose of real and personal property;

(v) Contract for space, commodities or personal services with a Member or group of Members;

(vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

(vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the current one-time membership fee and the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 3, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the County GIS Data. Components will include the collection of aerial photography and maintenance of digital physical features derived from aerial photography.

Section 2. The GIS Data should consist of the following components generated and maintained by the County:

- (i) The Ramsey County Digital Base Map;
- (ii) The Ramsey County Attribute Database;
- (iii) The Physical Features Data.

Section 3. The Board shall determine whether it is satisfied with the content, accuracy, and timeliness of the data provided to Ramsey County.

ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

ARTICLE VIII. DATA ACCESS AND USAGE

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE X. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members shall pay a one-time membership fee of \$500 to the Users Group for the calendar year in which they are accepted into the User Group. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members.

Section 5. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 6. Special Projects Assessments: Members who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE XI. TERM

Section 1. The Term of this Agreement is January 1, 2015, through December 31, 2017.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2017 and be agreed upon and signed on or before December 31, 2017.

ARTICLE XII. TERMINATION

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

(i) Any balance of the Annual Membership Dues. This commitment applies to all Members;

(ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

Termination of membership prior to expiration of the Agreement shall make the Governmental Unit ineligible to re-join the User Group during the Term of this Agreement.

ARTICLE XIII. DISSOLUTION

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

ARTICLE XIV. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XV. HOLD HARMLESS

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

ARTICLE XVII. DATA PRACTICES

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____,
_____.

ORGANIZATION _____

Approved:

By: _____

(Mayor / Chair / President)

By: _____

(City Manager / Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: _____

Phone: _____

Email: _____

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: _____

Phone: _____

Email: _____

By: _____

(Chair of Users Group)



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	September 24, 2014
Agenda Item	Consent F7
Attachment	Application
Submitted By	Mayor Peter Lindstrom

Item	City Commission Appointment
Description	I recommend Clem Kurhajetz be appointed to the Falcon Heights Neighborhood Commission.
Budget Impact	N/A
Attachment(s)	Clem Kurhajetz's application.
Action(s) Requested	Approval of the above appointment.

**CITY OF FALCON HEIGHTS
COMMISSION APPLICATION**

DATE: 9/15/14

NAME: CLEM KURHAY BIZ

ADDRESS: _____

PHONE: (H) _____ (W) _____

EMAIL ADDRESS: _____

HOW LONG AT ABOVE ADDRESS? 21 yrs-

IN WHAT CAPACITY DO YOU WISH TO SERVE? Neighborhood
Commission

REASON YOU WISH TO SERVE ON ABOVE: TO Keep on
giving back to this city.

PRIOR PUBLIC (OR RELATED) SERVICE: Falcon Heights Fire
for 29.5 yrs

OTHER RELEVANT BACKGROUND (OR COMMENTS): Vol. Emergency for
34 yrs.